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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

EUGENE DIVISION

RACHEL BYERS,

Plaintiff.

v.

TRANSUNION, LLC; TOYOTA MOTOR
CREDIT CORPORATION; AND DOES 1
THROUGH 100 INCLUSIVE,

Defendants.

Case No. 6:21-cv-00664-MK

**STIPULATION TO ARBITRATE AND
STAY ALL PROCEEDINGS**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, Rachel Byers (“Plaintiff”), and Defendant Toyota Motor Credit Corporation (“Defendant”) that the claims against Defendant in the United States District Court, District of Oregon action entitled *Byers v. Toyota Motor Credit Corporation*. (Case No. 6:21-cv-00664-MK) (the “Action”) shall be submitted to binding arbitration pursuant to the arbitration agreement signed by Plaintiff in relation to her financing through Defendant (the “Agreement”).

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, through their counsel of record, as follows:

1. The Action, as it relates to Plaintiff's claims against Defendant under the Fair Credit Reporting Act ("FCRA") 15 U.S.C §§ 1681s-2(b), 1681e(b), 1681i(a)(2)(A), 1681i(a)(4), and 1681i(a)(5)(A), shall be immediately stayed and submitted to binding arbitration pursuant to the Agreement executed by Plaintiff. The remaining claims against all other defendants, if any, are not subject to this Stipulation and shall not be stayed or compelled to arbitration.

2. After sixty days, this Court shall dismiss the Action as it relates to Defendant, but retain jurisdiction to enforce the stipulation to binding arbitration and to confirm the arbitration award rendered therein. The Court shall also retain jurisdiction as to the claims asserted against all other defendants in this action.

3. By signing this stipulation, counsel of record for both Plaintiff and Defendant represent that they have full authority from their respective clients to enter into this stipulation.

4. This stipulation may be completed in duplicate parts and facsimile copies are accepted as originals, all of which shall constitute one and the same stipulation.

5. The Parties have not yet selected an arbitrator, but the Parties expressly agree to select an arbitrator by mutual agreement from AAA; if the Parties are unable to agree on an arbitrator within 60 days of this stipulation, the Parties will seek assistance from the Court for the appointment of an arbitrator. The Parties currently estimate that arbitration of this matter shall be completed by June 1, 2022.

Therefore, the Parties respectfully request that the Court order the Action as it relates to claims against Defendant to be immediately stayed submitted to binding arbitration pursuant to the Agreement executed by Plaintiff.

IT IS SO STIPULATED.

DATED: September 14, 2021.

HOLLAND & KNIGHT LLP

s/ Wesley Ridout

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DATED: September 14, 2021.

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